

Tender Reference Number: MMTC/CO/COMP/Accessories/2013-14/1277/01 Dated: 06.05.2014

### For Supply & Installation of

New Reputed Brand SMF Batteries for UPS, 12V/44AH 15nos. & 12V/42AH 30nos.

At

Systems Division, 5th Floor, MMTC LIMITED, Core 1, Scope Complex, Lodhi Road, New Delhi-110003.

#### **INVITATION FOR TENDER OFFER**

MMTC Limited invites sealed tender offers from eligible vendors and their authorised distributers/resellers/dealers for supply of batteries, as per the specifications and details given in Annexure - A.

The copy of tender document may be downloaded from website <a href="http://www.mmtclimited.gov.in">http://www.mmtclimited.gov.in</a> and <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a>.

The details are as given below:

Tender Reference	
No. of units	As per Annexure –A
Start Date for Tender document	06.05.2014, 18.00 Hrs., Tuesday
download	
Last Date and Time for receipts	13.05.2014, 15.00 Hrs., Tuesday
of tender offers	
Bid Opening	13.05.2014, 15.30 Hrs., Tuesday
Address of Communication	Mr. Narendra Kumar, Manager (Systems)
	Computer Division, MMTC Limited, Scope Complex,
	Lodhi Road, New Delhi - 110003
Contact Numbers	Phone: 011-24381372, 011-24381483, +91 9650037317

The offer shall be typed or printed and all the pages should be numbered, signed by the authorized official.

#### TERMS AND CONDITIONS OF THE TENDER

#### 1. Eligibility Criteria: -

The vendor must be an authorised distributor/dealer/retailer/reseller/partner of the OEM. The documentary proof of the same is required to be submitted along with the bid. The offer must be made in Indian Rupees only; all costs should be given in Figures and Words.

#### 2. Payment Terms: -

MMTC Limited will make 100% payment thru e-payment mode on successful supply & installation of batteries to UPS and on submission of duly signed installation report of MMTC officials.

- 2.1 For ensuring e-payment, the service provider would complete all formalities in regard to payment through electronic mode.
- 2.2 The payment would be made after deducting necessary taxes applicable, if any.

#### 3. Delivery and Installation:-

The complete Equipment/items ordered should be delivered and installed within <u>One (1)</u> <u>week from the date of purchase order</u>. If the system is not delivered and installed by the mutually agreed date of delivery, MMTC reserves the right to cancel the purchase order.

#### 4. Warranty: - As per OEM.

#### 5. Penalty for delay:-

For any delay in installation and commissioning of the ordered items, MMTC Limited will charge penalty @ 0.5% of the order value per week or part thereof, subject to a maximum of 10%.

#### 6. Indemnity

Vendor shall indemnify, protect and save MMTC against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment supplied by him.

#### 7. Publicity:-

Any publicity by the vendor in which the name of MMTC is to be used should be done only with the explicit written permission of MMTC Limited.

#### 8. Force Majeure:-

The Force Majeure condition may include but not limited to Fires, explosions, floods, earthquakes, strikes, mobilization, wars, Acts of God, Acts of Government, etc.

The contract delivery period may be extended in case of Force Majeure condition. In order to be able to obtain an extension to the contract delivery period, the supplier shall promptly notify MMTC advising the existence of such an event, not later than two weeks of such event happening and produce the necessary documents such as a certificate of Chamber of Commerce or any other competent authority indicating the scope; of such an event, and its impact on the performance of the contract and establish that such an event is not attributable to any failures on its part

#### 9. Arbitration:

All disputes or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by reference to arbitration by a sole arbitrator to be nominated by the Chairman & Managing Director (CMD) of MMTC Limited. The award made in pursuance thereof shall be binding on both parties. The venue of arbitration shall be New Delhi.

#### 10. Others:-

- (a) No upward revision of price will be acceptable even if any duty structure or tax structure changes or there is fluctuation in rupee dollar rates.
- (b) Vendors will pass on to MMTC all fiscal benefits arising out of reductions in Government levies, viz. Sales Tax, Excise Tax, Excise Duty, Customs Duty and Octroi.
- (c) No deviation from the specific technical specifications given for the products in ANNEXURE-A. The bid which deviates from the given technical parameters may be rejected.
- (d) The bids will be opened publically in the presence of duly authorised representatives of the participated bidders at **1530 Hrs** on **13.05.2014.** Representative should carry their id proof.
- (e) Price for the items should be quoted inclusive of all the taxes /VAT/octroi and taxes applicable and should be clearly specified.
- 11. MMTC reserves the right to accept/reject any or all of the offers without assigning any reason whatsoever.

(Narendra Kumar) Manager (Systems) Tender Ref. No.: MMTC/CO/COMP/Accessories/2013-14/1277/01

# Dated: 6<sup>th</sup> May, 2014

## ANNEXURE -A

# 1. Techno-Commercial Bid

SN	Item Description	Qty.	Unit Price	Taxes	Total Price
		<b>(A)</b>	(Rs.) (B)	<b>(C)</b>	$(\mathbf{Rs.})  (\mathbf{B+C}) \mathbf{X} \mathbf{A}$
1	New Reputed Brand	15			XXXX -D
	SMF Batteries of				
	12V/44AH				
2	New Reputed Brand	30			XXXX -E
	SMF Batteries of				
	12V/42AH				
	Total Price for Ne		D+E -F		
3	Buyback Value for	15			XXXX –G
	12V/44AH Batteries,				
	Make Artheon.				
5	Buyback Value for	30			XXXX – H
	12V/42AH Batteries,				
	Make Power Safe				
	Exide.				
	Total Buyl	G + H –I			

	Make Power Safe Exide.						
	Total Buyback Value					<b>−I</b>	
n Fig	rice :(F-I) ures: XXXX ords:					Authoriz	ed Signatory
						Name:	
						Designation:	
						Stamp:	